



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 9, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42-A November 9, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE CONTRACT FOR RECRUITMENT FOR
LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approve and award a contract to Leadership Associates to conduct a nationwide executive search for the position of Los Angeles County Superintendent of Schools.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the firm of Leadership Associates to conduct a nationwide executive search for the position of Los Angeles County Superintendent of Schools.
2. Approve and instruct the Chair to sign the attached contract with Leadership Associates to provide executive search services for the Los Angeles County Superintendent of Schools with the total maximum contract sum not to exceed \$39,500.

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Dr. Darline P. Robles, Superintendent of Schools retired effective August 30, 2010. It is recommended that a nationwide search be conducted for the new Los Angeles County Superintendent of Schools and that the executive search firm of Leadership Associates be engaged for this critical recruitment. Leadership Associates has been selected because of their nationwide contacts and resources, and past record of motivating well-qualified candidates to apply who otherwise may not respond to standard recruitment methods.

The Charter of the County of Los Angeles provides that the Board of Supervisors is the appointing authority for this position; however, the Board is not responsible for setting the salary and benefits for the Superintendent of Schools.

Implementation of Strategic Plan Goals

Approval of these recommendations will further the County of Los Angeles Strategic Plan Goal of Operational Effectiveness to enhance the quality and productivity of the County workforce.

FISCAL IMPACT/FINANCING

The cost for the search firm fees is \$39,500 and will be paid from existing funds from the Los Angeles County Office of Education budget. In addition, we will reimburse candidates to travel to Los Angeles County at the County's request for selection interviews at rates not to exceed those established in County Code Section 5.40.095.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Leadership Associates was selected through a competitive proposal process. The executive search firm has expertise in similar recruitments which enables them to identify potential candidates and obtain resumes and references on qualified individuals for this position. In this effort, advertisements will be placed in local publications; telephone canvassing and direct mail will be utilized, along with online resources, to broaden dissemination of the availability of this position. To comply with the County's equal employment opportunity program, we will also send recruitment notices to minority and female organizations and advertise in local newspapers, to encourage qualified minority and female candidates to apply.

The Honorable Board of Supervisors
November 9, 2010
Page 3

IMPACT ON CURRENT SERVICES

Implementation of these recommendations will provide leadership to the Los Angeles County Office of Education.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Attachment

c: County Counsel
Director of Personnel
Executive Officer, Board of Supervisors

**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES**



**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LEADERSHIP ASSOCIATES**

November 2010

COUNTY OF LOS ANGELES

AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND
LEADERSHIP ASSOCIATES
FOR SPECIALIZED ADMINISTRATIVE AND CONSULTANT SERVICES

THIS AGREEMENT is entered into effective as of the 9th day of November 2010 by and between the County of Los Angeles ("County"), and Leadership Associates ("*Contractor*"), a California corporation.

RECITALS

WHEREAS, the County desires to obtain specialized administrative and consultant services to provide assistance to the Department of Human Resources in specified matters; and

WHEREAS, *Contractor* has the expertise and ability to provide such specialized services; and

WHEREAS, the County is authorized by California Government Code Section 31000 to contract for special services, including the services described herein.

NOW THEREFORE, the parties do mutually covenant and agree as follows:

1. **Contractor**

Contractor will provide special administrative and consultant services to the Department of Human Resources as set forth in the Statement of Work, *Exhibit A*, which is attached hereto and incorporated herein by reference. The principals to provide these administrative and consultant services shall be Michael Caston, Michael Escalante, and Richard Thome.

2. **Compensation**

In consideration of the performance of the specialized administrative and consultant services described in *Exhibit A* by *Contractor* in a manner satisfactory to the County, the County will compensate *Contractor* a total fee in the amount of **\$39,500**, to provide for (1) one placement, unless otherwise authorized by the County.

3. **Payment Schedule**

The County shall compensate *Contractor* in the following manner:

When filing period commences, *Contractor* will bill the County for one-fourth (¼) of the Total Fee.

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At the midpoint of Phase II, *Contractor* will bill the County for one-fourth (¼) of the Total Fee.

Upon completion of Phase III; Screening Phase, as described in *Exhibit A*, *Contractor* will bill the County for one-fourth (¼) of the Total Fee.

Upon completion of Phase IV, Background Reviews, *Contractor* will provide the County with a comprehensive report as described in Exhibit A.

Upon completion of the appointment of a successful candidate by the appointing authority, *Contractor* will bill the County for the balance of the Total Fee.

The County shall pay directly for newspaper advertising costs and shall reimburse candidates to travel to Los Angeles County, at the County's request, for the County's oral assessment and selection interviews.

Contractor shall submit all invoices for this contract to the address referenced in Item 24, *Notices*, of this contract.

4. Indemnification

Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with *Contractor* negligent acts and omissions arising from and/or relating to this Agreement.

5. No Payment for Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by *Contractor* after the expiration or other termination of this Agreement. Should *Contractor* receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from *Contractor*. This provision shall survive the expiration or other termination of this Agreement.

6. Confidentiality

Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. *Contractor* shall cause each **employee** performing services covered by this Agreement to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*," (Exhibit B).

Contractor shall cause each **non-employee** performing services covered by this Agreement to sign and adhere to the "*Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*," (Exhibit C).

7. Independent Contractor Status

This Agreement is by and between the County and *Contractor* and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and *Contractor*. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of *Contractor*.

Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of *Contractor* and not employees of the County. *Contractor* shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of *Contractor* pursuant to this Agreement.

As previously instructed in Item 5, *Confidentiality*, *Contractor* shall cause each **employee** performing services covered by this Agreement to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*," Exhibit B. *Contractor* shall cause each **non-employee** performing services covered by this Agreement to sign and adhere to the "*Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*," Exhibit C.

8. Delegation and Assignment

This Agreement, or any part thereof, may not be delegated or assigned by

Contractor, unless otherwise provided by this agreement, without the prior written consent of the County. Any attempt to delegate or assign without such consent shall be void and confer no rights upon any third parties.

9. Term and Termination

The term of this Agreement shall be for a period of twelve (12) months, commencing on the date entered into above.

The County may, at its sole option and discretion, cancel or terminate this Agreement at any time upon written notice to *Contractor* without any liability other than payment of pro-rata fees plus out-of-pocket expenses incurred up to the date of termination. *Contractor* may terminate this Agreement by providing written notice to the County. In the event of any such termination by the County or *Contractor*, *Contractor* shall deliver or return to the County all deliverables, whether completed or not, together with any material that was provided by County to assist *Contractor* in the performance of its services pursuant to this Agreement.

10. Compliance With Applicable Law

Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of *Contractor* or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

11. Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled *Contractor Employee Jury Service* ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, and includes the *Jury Service Program Certification Form and Application for Exception*, both of which are attached as *Exhibit D*, and incorporated by reference into and made a part of this Agreement.

Written Employee Jury Service Policy

- A. Unless *Contractor* has demonstrated to the County's satisfaction either that *Contractor* is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that *Contractor* qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

Code), *Contractor* shall have and adhere to a written policy that provides that its employees shall receive from *Contractor* on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with *Contractor* or that *Contractor* deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts, "Employee" means any California resident who is a full-time employee of *Contractor*. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) *Contractor* has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 (ninety) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If *Contractor* uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- C. If *Contractor* is not required to comply with the Jury Service Program when the Agreement commences, *Contractor* shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and *Contractor* shall immediately notify the County if *Contractor* at any time either comes within the Jury Service Program's definition of "Contractor" or if *Contractor* no longer qualifies for an exception to the Jury Service Program. In either event, *Contractor* shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion that *Contractor* demonstrate to the County's satisfaction that *Contractor* either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that *Contractor* continues to qualify for an exception to the Program.
- D. *Contractor*' violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement and/or bar *Contractor* from the award of future County contracts for a period of time consistent with the seriousness of the breach.

12. Insurance

Contractor shall comply with Section 3700 of the California Labor Code requiring employers to be insured against liability for Workers' Compensation.

In addition, *Contractor* shall provide and maintain at its own expense during the term of this Agreement, a policy of general and auto liability insurance. Such insurance shall include, but not be limited to, comprehensive general and automobile liability insurance with a combined single limit of not less than \$500,000 per occurrence. *Contractor* shall provide proof of insurance upon execution of this Agreement.

13. Nondiscrimination and Affirmative Action

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

Contractor shall certify and comply with the provisions of *Exhibit E - Contractor's EEO Certification*.

Contractor shall take affirmative action to ensure that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

Contractor shall allow County representatives access to *Contractor*' employment records during regular business hours to verify compliance with the provisions of the paragraph noted below when so requested by the County.

If the County finds that any provisions have been violated, such violation shall constitute a material breach of this Agreement, upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that *Contractor* has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that *Contractor* has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event *Contractor* violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

14. Consideration of Hiring GAIN/GROW Program Participants

Should *Contractor* require additional or replacement personnel after the effective date of this Agreement, *Contractor* shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet *Contractor*' minimum qualifications for the open position. For this purpose, consideration shall mean that *Contractor* will interview qualified candidates. The County will refer GAIN/GROW participants by job category to *Contractor*.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

15. Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. *Contractor* understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at *Contractor*' place of business, *Contractor* will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business, the County's Department of Children and Family Services will supply *Contractor* with the poster(s) to be used.

16. Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting duty under this Agreement to comply with all applicable provisions of law, *Contractor* warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services (CSS) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section Insurance Code Section 5246(b).

17. Employment Eligibility Verification

Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. *Contractor* shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. *Contractor* shall retain all such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against *Contractor* or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

18. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and

attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by *Contractor*' employees for which the County may be found jointly or solely liable.

19. Notice to Employees Regarding Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

20. Commitment Regarding Use of Recycled-Content Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, agrees to use recycled-content paper to the maximum extent possible under this Agreement.

21. Conflict of Interest

Contractor presents and warrants that no County employee whose position in the County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such an employee, shall be employed in any capacity by *Contractor* or have any other direct or indirect financial interest in this Agreement, or does or shall have any direct or indirect financial interest in this Agreement. No officer or employee of *Contractor* who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. *Contractor* warrants that it is not now aware of any facts that create a conflict of interest. If *Contractor* hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

22. County Lobbyists

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by *Contractor* shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter

2.160. Failure on the part of *Contractor* or any County lobbying firm retained by *Contractor* to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement without further compensation to *Contractor*.

23. Reporting Relationship

In performing services under this Agreement, *Contractor* shall report directly to the Director of Personnel referenced in Item 24, *Notices*, of this contract, hereinafter referred to as Project Director, or his designated representative, and shall have no reporting responsibility to any other person unless otherwise directed by the Project Director.

24. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

County of Los Angeles

Lisa M. Garrett
Director of Personnel
500 West Temple Street, Room 579
Los Angeles, CA 90012

Contractor

Leadership Associates
Michael W. Caston, Managing Partner
PMB 455
23052-H Alicia Parkway
Mission Viejo, CA 92692

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COUNTY OF LOS ANGELES

AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND
LEADERSHIP ASSOCIATES

IN WITNESS WHEREOF, Leadership Associates has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by its Chair and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: *Gloria Molina*
Chair, Board of Supervisors

CONTRACTOR
LEADERSHIP ASSOCIATES

By: *Michael F. Escalante*

Name: MICHAEL F. ESCALANTE

Title: ASSOCIATE / PARTNER

Date: 5 November 2010

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors



By: *Lachelle Smitherman*
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Lachelle Smitherman*
Deputy

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: *Halvor S. Melom*
Halvor S. Melom
Senior Deputy County Counsel

Date: 11/4/2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42-A NOV 9 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

STATEMENT OF WORK

SUPERINTENDENT OF SCHOOLS

The County of Los Angeles wishes to engage a professional recruitment firm (the Firm) to conduct an executive search, as indicated below, to fill the position of Superintendent of Schools.

The salary is negotiable and will be dependent on qualifications, salary history, and career accomplishments.

The definition, examples of duties, minimum requirements, and desirable qualifications of the position are detailed in the draft Position Description (Attachment I).

SCOPE OF WORK

Under the direction of the Director of Personnel, the Firm will conduct a full-scale nationwide recruitment, as summarized below, pursuant to the attached timetable (Attachment II).

Phase I: Development Phase

- Distribute brochures to all targeted groups with an emphasis toward diversity (County departments, employee organizations, special mailing lists, professional organizations and community groups) as determined to be appropriate.
- Interview key County officials and staff to determine the type of candidate which best fits the position.
- Provide the County with documentation of completion of Phase I.

Phase II: Conduct Executive Search

- Advertise position in professional journals, and utilize electronic media, as deemed necessary.
- Make recommendations to the Director of Personnel regarding advertisement in newspapers. The County will be responsible for local newspaper advertisement placements.
- Utilize contacts, networking capabilities, and databases, including diversity outreach efforts, to actively identify and solicit a diverse pool of candidates via telephone calls or in person, and provide periodic reports on all outreach efforts, including diversity outreach, in a format approved by the Director of Personnel.
- Receive and screen resumes and supplementary data to identify potential candidates based upon minimum and other requirements, **and provide a comprehensive summary report of all candidates in a format approved by the Director of Personnel.**

STATEMENT OF WORK
Superintendent of Schools
Page 2

Phase III: Complete Screening Phase

- Develop a Qualifications Appraisal form and conduct a qualifying assessment of applicants based upon resumes and supplementary data.
- Conduct face-to-face interviews (may utilize video conferencing for interviews) of all candidates which the search firm recommends to participate in the County's oral assessment interview, and provide a report in the format approved by the Director of Personnel.
- Provide names of the most highly qualified candidates to the Director of Personnel.

Phase IV: Background Reviews

The Firm will also be responsible for conducting background reviews of the five (5) to ten (10) highest ranked candidates. The specifics of such background reviews are as follows:

- Conduct in-depth reference checks and document findings which focus on the qualifications, pertinent accomplishments, experience per resume and supplementary data, ability to meet special requirements of the position and their interest in being considered. The Executive Search Firm shall contact a minimum of three (3) to five (5) references for each candidate via phone or in person. References shall be mutually agreed upon in advance by the Director of Personnel and the Executive Search Firm.
- Verify information contained in each candidate's resume including previous employment, scope and level of responsibilities, education, degrees, and certifications.
- Obtain relevant print media articles regarding the candidates based on times and places of employment listed in candidates' resumes.
- Conduct, or have conducted, social security number verification, criminal, civil, credit, motor vehicle and military records checks.
- Prepare a comprehensive report, in a format and within the time frame, as specified by the Director of Personnel. The comprehensive report must also fully explain any elements in the candidates background which may relate to the candidates suitability to hold the position.

Attachments

**COUNTY OF LOS ANGELES
POSITION DESCRIPTION**

APPROVAL DATE: Pending

TITLE: SUPERINTENDENT OF SCHOOLS

DEFINITION: This one position is distinguished by its responsibility to lead, administer, direct and manage the Los Angeles County Office of Education (LACOE); serve as ex-officio Executive Officer and Secretary for the Los Angeles County Board of Education (BOE); serve as Secretary to the BOE; ensure compliance with all relevant educational laws, policies and regulations; be responsible for all functions of the Office and perform related duties.

EXAMPLES OF DUTIES:

Includes, but is not limited to, the following duties:

Perform the duties and responsibilities, and exercise the powers, specified for the County Superintendent of Schools in the California Education Code, including Section 1240 et. seq., and other applicable laws.

Work collaboratively with the BOE and LACOE staff to clarify a unified vision for educating the students of Los Angeles County.

Communicate to the BOE, and LACOE staff, and the public his/her vision for the Los Angeles County Schools, including recommended program changes and needs.

Direct the preparation and administration of the LACOE budget and coordinate related fiscal operations.

Develop and recommend policies for BOE consideration; formulate rules and regulations to implement and administer BOE policies.

Provide information and documentation to assist the BOE in arriving at decisions.

Develop and promote programs and services to meet the needs of school districts.

Develop plans and procedures to implement the goals and objectives of the BOE.

Evaluate the effectiveness of the LACOE; implement and design plans for improvement of the LACOE.

Maintain current liaison with federal and State agencies and related organizations at local and national levels.

Provide leadership to improve the quality of education.

Establish programs and promote awareness of the LACOE's services and programs.

Advise the BOE on compliance with relevant State and federal laws and regulations that relate to the LACOE.

Serve as ex-officio Executive Officer and Secretary to the BOE; prepare agendas and minutes of meetings; direct the maintenance of the BOE records.

Administer services and special school programs for children in juvenile detention facilities and for the physically and mentally challenged.

Prepare and direct site visits to schools under the jurisdiction of the County to develop and maintain information of their operations, problems and concerns, and assure their continuing compliance with the provisions of the California State Education Code.

Maintain regular communications with the County Board of Supervisors and keep each Supervisor, and/or his/her designated representatives, apprised of issues and events.

MINIMUM REQUIREMENTS: An Administrative Services Credential issued by the California State Commission for Teacher Preparation and Licensing or its equivalent (equivalent is defined as a General Administrative Credential or an Elementary School Administrative Credential and Secondary School Administrative Credential), - AND - Five years of experience administering or assisting in the administration of a school system or a college district or comparable experience.

DESIRABLE QUALIFICATIONS:

A record which indicates that he/she will be sensitive to diversity within the LACOE organization, the general public, and the various agencies with which the Superintendent interfaces.

Demonstrated commitment to foster an institutional environment and culture that values and encourages diversity in the workplace.

Possess a Doctorate degree in education or a closely related field from an institution of higher learning accredited by one of the six regional accreditation associations, as recognized by the Council on Postsecondary Accreditation.

A creative and visionary leader of integrity who will be visible and an articulate spokesperson for the LACOE, and who will be actively involved in the educational community.

A record which indicates that he/she will be sensitive and responsive to the unique educational needs of all students in LA County, which include, but are not limited to, Special Education, Juvenile Court and Community Schools, Alternative Education and Special Schools.

Demonstrated commitment to provide the infrastructure, support and training to assist teachers in meeting the challenges of Special Education.

Demonstrated ability to develop and sustain interdepartmental, interagency, and non-traditional partnerships to collaboratively address students presenting unique educational challenges.

Demonstrated experience in working with probation institutions.

Demonstrated experience and familiarity with issues related to juvenile probationers.

Knowledge, skills and abilities required in managing a large and dynamic organization including the budget, fiscal, personnel, and other administrative functions of the organization as well as line and technical functions.

Previous experience with large, urban, school districts.

A record of creating a climate of cooperation and collaboration, and a management style that encourages constructive dialogue and decentralized decision-making; a team leader as well as a team member who is willing to take reasonable risks.

A record which indicates that he/she will assume accountability to the BOE for all aspects of the LACOE; assign responsibility; delegate authority; recognize outstanding performance.

A knowledge of school finance, budgeting and business operations; and the ability to manage school district finances, school bond funds, and other resources in a responsible manner, as well as the ability to seek and find new funding sources.

Demonstrated ability to maximize limited resources and remain nationally competitive in terms of delivering educational services.

Demonstrated ability to identify emerging trends and issues in public education, and develop strategies to proactively address them.

Demonstrated ability in designing, developing and implementing innovative programs to meet the overall community educational needs.

Demonstrated interest and support of computers and information technology as critical educational tools and business partners.

Demonstrated ability to work effectively with the BOE; ensure that the BOE receives appropriate information, advice and recommendations which will result in staff and community confidence in governance and administration.

Knowledge of federal, State, and local legislative processes, and laws and regulations pertaining to education including the California Education Code, California Government Code, and California Administrative Code.

Ability to analyze and prepare legislation.

Demonstrated ability to work with an administrative or legislative body such as the Board of Supervisors, public governmental bodies, legislature, regulatory commissions and with representatives of other governmental and private agencies and community groups.

LICENSE: A California Class "C" Driver License or the ability to utilize an alternative method of transportation for essential job-related functions.

PHYSICAL CLASS: "2" Light

County of Los Angeles
Department of Human Resources
Executive Recruitment

SUPERINTENDENT OF SCHOOLS
RECRUITMENT ACTION PLAN
(Nationwide Recruitment with Search Firm)

ACTIVITY	TIMEFRAME (Cumulative Calendar Days*)
I. Develop Recruitment Announcement <ul style="list-style-type: none"> ▪ Review, update position description ▪ Develop, finalize, and print recruitment announcement <p style="text-align: right;"><i>(10 calendar days)</i></p>	Month XX, 2010 – Month XX, 2010 <i>(10 Cumulative Calendar Days)</i>
II. Filing Period <ul style="list-style-type: none"> ▪ Distribution of announcement to targeted areas and groups (e.g., major cities, larger counties nationwide, internal County departments, employee organizations, special mailing lists, professional organizations, and community groups ▪ Advertise on appropriate web-sites and in trade-related publications ▪ Executive search firm to utilize contacts, networking capabilities, and databases to actively identify a diverse pool of candidates based on minimum requirements and desirable qualifications <p style="text-align: right;"><i>(30 calendar days)</i></p>	Month XX, 2010 – Month XX, 2010 <i>(40 Cumulative Calendar Days)</i>
III. Preliminary Assessment <ul style="list-style-type: none"> ▪ Search firm to conduct a qualifying assessment of applicants based on resumes and additional information received to identify potential candidates for assessment interviews. Results to be provided to DHR in report format containing names and qualifications of candidates search firm is recommending for assessment interviews; includes face-to-face interviews conducted by search firm <p style="text-align: right;"><i>(10 calendar days)</i></p>	Month XX, 2010 – Month XX, 2010 <i>(50 Cumulative Calendar Days)</i>
IV. Assessment Interviews <ul style="list-style-type: none"> ▪ Select interview panel ▪ Schedule panel members and candidates ▪ Conduct assessment interviews <p style="text-align: right;"><i>(20 calendar days)</i></p>	Month XX, 2010 – Month XX, 2010 <i>(70 Cumulative Calendar Days)</i>
V. Selection Interviews <ul style="list-style-type: none"> ▪ Submit list of top candidates to the Board of Supervisors ▪ Schedule interviews ▪ Conduct background and reference checks on top candidates ▪ Prepare Executive Recruitment Report and provide to Board of Supervisors prior to selection interviews <p style="text-align: right;"><i>(20 calendar days)</i></p>	Month XX, 2010 – Month XX, 2010 <i>(90 Cumulative Calendar Days)</i>

* Timeline begins following receipt of signed contract from successful bidder.

**CONTRACT FOR
SPECIALIZED ADMINISTRATIVE AND CONSULTANT SERVICES**
**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Leadership Associates

CONTRACTOR NAME

Contract No. _____

Employee Name Linda Hunt

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer AL

Contractor Name Leadership Associates Contract No. _____

Employee Name Linda Hunt

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 11/5/2010

PRINTED NAME: Linda Hunt

POSITION: Administrative Assistant

**CONTRACT FOR
SPECIALIZED ADMINISTRATIVE AND CONSULTANT SERVICES CONTRACT**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

N/A
CONTRACTOR NAME

Contract No. _____

Non-Employee Name N/A

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Leadership Associates		
Company Address: 1042 N. Mountain Ave. #293-B		
City: Upland	State: CA	Zip Code: 91786
Telephone Number: (909) 985-7814		
Solicitation For <u>Executive Search Services</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Michael Escalante	Title: Partner
Signature: 	Date: 5 NOVEMBER

CONTRACTOR'S EEO CERTIFICATION

Leadership Associates
 Company Name

1042 N. Mountain Ave. #293-B, Upland, CA 91786
 Address

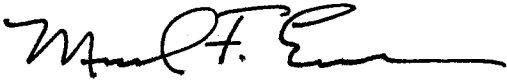
68-0383653
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the COUNTY code of the COUNTY of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of American and the State of California.

CERTIFICATION

	YES	NO
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables when areas are identified in employment practices.	(X)	()


 Signature

5 November 2010
 Date

Michael Escalante, Partner
 Name and Title of Signer (please print)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Leadership Associates

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P**
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

1217 San Dieguito Drive

City, state, and ZIP code

Encinitas, CA 92024

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

68 0383653

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Mike Caston / by J. Hunt

Date ▶ **11/5/2010**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,